



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.lacounty.gov>

DAVID E. JANSSEN  
Chief Administrative Officer

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

May 8, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**GRANT OF EASEMENT TO CREA/WINDSTAR PACIFIC, LLC  
AT THE AIRPORT COURTHOUSE  
11701 SOUTH LA CIENEGA BOULEVARD, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed conveyance of an easement is exempt from the California Environmental Quality Act (CEQA).
2. Find that the proposed easement, containing 142 square feet, over a portion of the Airport Courthouse property for the purpose of installing and maintaining underground telephone conduit for the benefit of the adjacent residential apartment buildings will not interfere with nor is required for exclusive County or public use.
3. Approve the granting of the telephone conduit easement to CREA/Windstar Pacific, LLC and instruct the Chairman to execute the attached easement deed.
4. Authorize the Auditor-Controller to deposit the sum of \$2,314 received as consideration for the granting of the easement in the Courthouse Construction Fund.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to grant an easement, containing an area of 142 square feet, over a portion of the driveway serving the Airport Courthouse for installation and maintenance of two four-inch diameter telephone conduits. These conduits will carry telephone trunk lines from the residential apartment buildings currently under construction adjacent to the Courthouse property to an underground telephone vault located in the Courthouse driveway which is owned by AT&T.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The granting of this easement is in response to a request from the adjacent property owner and is consistent with the Board-approved County Strategic Plan Goal 1 (Service Excellence). Also, the charging of fair market value as consideration for the granting of this easement is consistent with Goal 4 (Fiscal Responsibility).

### **FISCAL IMPACT/FINANCING**

The Chief Administrative Office has determined by appraisal that the fair market value of the proposed easement is \$2,314 which will be deposited to the Courthouse Construction Fund. The grantee has tendered a one-third good faith deposit in the amount of \$771 with the balance of \$1,543 due upon your Board's approval and prior to recordation of the easement deed. The grantee will also pay for all recording fees and related expenses.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed granting of this easement is authorized by Government Code Section 25526.5 which allows conveyance of real property interests whose estimated value is \$25,000 or less and that either are no longer required or will not interfere with County or other public uses.

The proposed easement contains an area of 142 square feet, and is granted in perpetuity. It is located within the driveway and parkway across from the entrance to the parking structure serving the Airport Courthouse as depicted on the attached drawing and will provide sufficient area for installation and future maintenance of two four-inch diameter conduits carrying telephone trunk lines from the adjacent residential apartment complex to an underground telephone vault owned by AT&T and accessed via a manhole near the driveway curb.

Notice of your Board's intended action has been posted in a public area of the Airport Courthouse for five working days prior to the date of this letter as required by the Government Code.

The Honorable Board of Supervisors  
May 8, 2007  
Page 3

### **ENVIRONMENTAL DOCUMENTATION**

The granting of this proposed easement is categorically exempt from CEQA pursuant to Sections 15301 (b) and 15304 (f) of the State CEQA Guidelines and Classes 1 and 4 of the County's Environmental Document Reporting Procedures and Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The granting of this proposed easement will not impact any current County services or projects and the Superior Court has no objections to the proposed easement.

### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return an executed easement deed, two certified copies of the Minute Order, and a conformed copy of the adopted Board letter to the Chief Administrative Office for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:JSE  
DS:lis

Attachments (two)

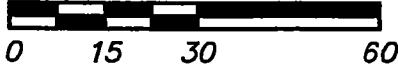
c: County Counsel  
Auditor-Controller  
Superior Court

# EXHIBIT "B"



Courthouse  
Parking Structure

GRAPHIC SCALE 1"=30'



PARCEL 6

Courthouse driveway

Parking  
Entrance

EXISTING  
AT&T MH

Apartment  
Complex  
Firelane

T.P.O.B.

N89°54'07"E 350.00'

N44°39'37"E 185.38'

PARCEL 9

Pacific  
Concourse Dr.

N45°20'23"W 35.00'

P.O.B.

## LINE TABLE

LINE	LENGTH	BEARING
L1	5.70	N89°39'37"E
L2	4.73	S44°39'37"W
L3	8.00	N45°20'23"W
L4	8.04	S44°39'37"W
L5	17.02	N89°39'37"E
L6	11.31	N44°39'37"E



Hall & Foreman, Inc.

Engineering • Surveying • Planning • Landscape Architecture

20950 WARNER CENTER LANE, SUITE A • WOODLAND HILLS, CA 91367 • 818-251-1200

DRAWN BY

DATE

SCALE

CLIENT

JOB NO

JL

04-12-07

1"=30'

WINDSTAR COMMUNITIES

CUP 03-139

SHT 1 OF 1

RECORDING REQUESTED BY  
AND MAIL TO:

COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
500 West Temple Street, Room 754  
Los Angeles, CA 90012  
Attn: Don Simpson

*Space Above This Line Reserved for Recorder's Use*

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT  
TO SECTION 27383 OF THE GOVERNMENT CODE

Assessor's Identification Numbers:  
4140-016-948 (Portion)

## EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County", does hereby grant to CREA WINDSTAR PACIFIC, LLC, a Delaware limited liability company, hereinafter referred to as "Grantee", an easement for telephone conduit purposes in, on, over, under and across the real property (the "Property") in the unincorporated territory of the County of Los Angeles, State of California, as described in Exhibit "A" and shown by map in Exhibit "B", attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions which Grantee, by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
2. County reserves the paramount right to use the Property for any and all purposes consistent with the enjoyment of the easement granted herein.
3. Grantee agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, under, and across the land herein described, until the plans, specifications, applications, and permits for such construction or reconstruction shall have been first submitted and been approved in writing by the Director of Public Works.
4. Grantee agrees that it shall indemnify and hold harmless the County, its Special Districts, elected and appointed officers, agents, and/or employees from and against any and all liability, loss or damage to which the County, its officers, agents, and/or employees may be subjected as the result of any act or omission by Grantee, its officers, agents and/or employees, arising out of the exercise by Grantee, its officers, agents, or employees of any rights granted to it by this instrument.
5. It is expressly understood and agreed that the County will not be called upon to construct, repair, maintain, or reconstruct any structure, substructure, or improvement to be erected or constructed pursuant to this Easement Deed.

6. The provisions and conditions contained in this Easement Deed shall be binding upon Grantee and Grantor, and their respective successors or assigns.
7. Grantee agrees to provide Grantor with as-built plans showing the alignment and depth of conduit pipe installed and Grantee shall use conduit pipe materials or otherwise provide conduit that can be readily located above grade.

To the extent any lawful assessment be levied pertaining to the Property and to the extent that the assessment is based on structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following Grantee's exercise of these easement rights to construct such structures and improvements, Grantee agrees to pay on behalf of County that part of any such assessment levied against County which is based on the value contributed to the Property by Grantee for said improvements.

**ACCEPTANCE BY GRANTEE:**

CREA/Windstar Pacific, LLC, a Delaware limited liability company

BY: Windstar Communities/El Segundo, LLC, a California limited liability company  
Its Manager

By: Windstar Communities LLC, a California limited liability company, Its Manager

By:  Jeffrey R. Diltz

Title Vice President

Date 4-19-07

**GRANTOR**

**COUNTY OF LOS ANGELES,**

a body corporate and politic

By \_\_\_\_\_

Zev Yaroslavsky

Chairman, Board of Supervisors

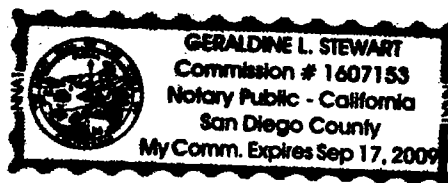
STATE OF CALIFORNIA    )  
  )  
COUNTY OF San Diego    )       ss.

On April 19th, 2007, before me, Geraldine L. Stewart, Notary Public  
(here insert name and title of the officer)

personally appeared Jeffrey R. Diltz personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that (he) ~~(she)~~ executed the same in (his) ~~(her)~~ authorized capacity, and that by (his) ~~(her)~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Geraldine L. Stewart



(SEAL)

STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF LOS ANGELES    )   SS

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signature of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_ 2007, the facsimile signature of \_\_\_\_\_

Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-  
Clerk of the Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That portion of Parcels 6 and 8 of Parcel Map No. 18568, County of Los Angeles, State of California, as per map filed in Book 213, Pages 76-85 inclusive of parcel maps, in the Office of the County Recorder of said County; more particularly described as follows:

Beginning at the most southerly corner of said Parcel 6; thence North 45° 20' 23" West, 35.00 feet, along the southwesterly line of said Parcel 6, to a line lying parallel to and distant 35.00 feet Northwest, measured at right angles from the southeasterly line of said Parcel 6; thence North 44° 39' 37" East, 237.44 feet, along said parallel line, to the True Point of Beginning, thence the following numbered courses:

1. South 89° 39' 37" West, 5.70 feet;
2. South 44° 39' 37" West, 4.73 feet, parallel with said southeasterly line;
3. North 45° 20' 23" West, 8.00 feet, perpendicular to said southeasterly line;
4. North 44° 39' 37" East, 8.04 feet, parallel with said southeasterly line;
5. North 89° 39' 37" East, 17.02 feet;
6. South 44° 39' 37" West, 11.31 feet, parallel with said southeasterly line, to the True Point of Beginning.

**CONTAINING:** 142 Square feet, more or less.

**SUBJECT TO:** All covenants, Rights, Rights-of-Way and Easements of record.

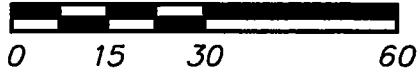
**EXHIBIT "B":** Attached and by this reference made a part hereof.



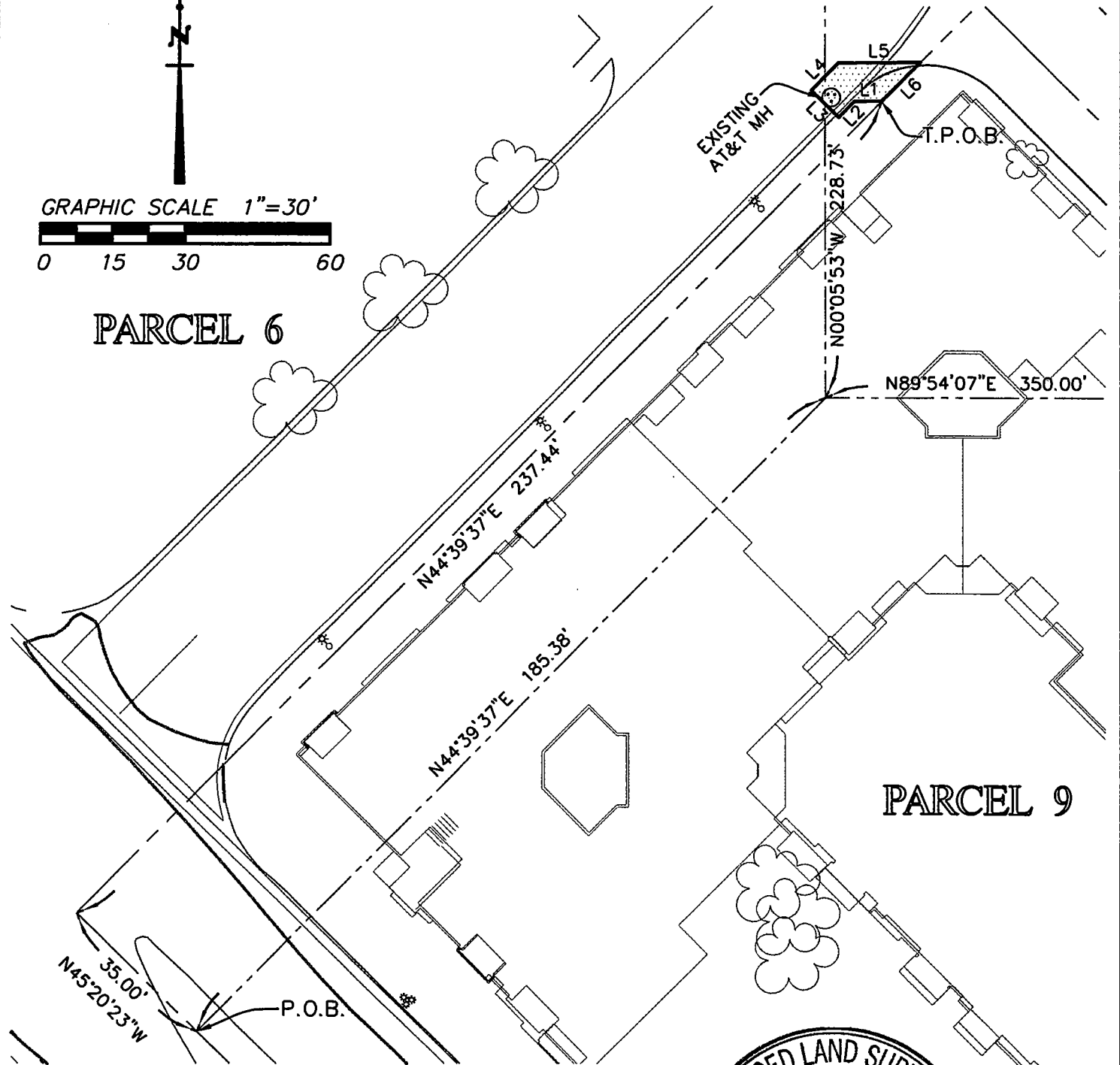
# EXHIBIT "B"



GRAPHIC SCALE 1"=30'

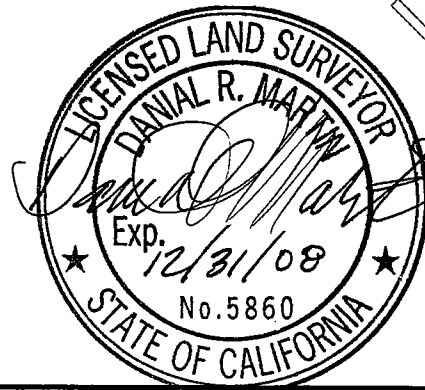


PARCEL 6



LINE TABLE

LINE	LENGTH	BEARING
L1	5.70	S 89°39'37" W
L2	4.73	S 44°39'37" W
L3	8.00	N 45°20'23" W
L4	8.04	N 44°39'37" E
L5	17.02	N 89°39'37" E
L6	11.31	S 44°39'37" W



**Hall & Foreman, Inc.**

Engineering • Surveying • Planning • Landscape Architecture

20950 WARNER CENTER LANE, SUITE A • WOODLAND HILLS, CA 91367 • 818-251-1200

DRAWN BY

DATE

SCALE

CLIENT

JOB NO

JL

04-12-07

1"=30'

WINDSTAR COMMUNITIES

CUP 03-139

SHT 1 OF 1